TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM716859

SUBMISSION TYPE: NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|---|
| Bank of America | | 01/02/2022 | National Banking Association: DELAWARE |

RECEIVING PARTY DATA

| Name: | TCJC, Inc. | | |
|-------------------|-----------------------|--|--|
| Street Address: | 40 WEST 37TH STREET | | |
| Internal Address: | Penthouse | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Corporation: DELAWARE | | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 75360793 | KJL |
| Serial Number: | 75360784 | KENNETH JAY LANE |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128580363

Email: moshe@lapinlegal.com

Moshe D. Lapin **Correspondent Name:** 295 Madison Avenue Address Line 1:

Address Line 2: 12th Floor

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER: Moshe D. Lapin **SIGNATURE:** /MDL/ **DATE SIGNED:** 03/25/2022

Total Attachments: 3

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> **TRADEMARK REEL: 007671 FRAME: 0679**

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of January 2, 2022 and granted by Bank of America, N.A., successor by merger to BankBoston, N.A. (the "Secured Party"), in favor of TCJC, Inc. (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain loan agreement dated as of July 16, 1997 (the "Loan Agreement") between the Grantor and BankBoston, N.A. ("Lender"), the Grantor executed and delivered to Lender that certain Trademark Security Agreement by and between the Grantor and the Lender dated as of July 16, 1997 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 001897, Frame 0280 on 04/27/1999; and

WHEREAS, the Grantor has requested that the Lender's successor by merger, Bank of America, N.A., as the Secured Party, enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

- 1. Release of Security Interest. The Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
 - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
 - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

TRADEMARK
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- (c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. The Secured Party agrees, at Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 007671 FRAME: 0682 IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

| | Bank of America, N.A. |
|--|--|
| | as Secured Party and successor by merger of |
| | BankBoston, N.A. |
| | By: DE Name: Alau Mona Styrsky Title: SUP Senior Relationship Managen |
| · · | |
| | Title: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| | Senior Relationship Manager |
| ACKNOWLEDGMENT | |
| STATE OF | <i>y</i> |
| · · · · · · · · · · · · · · · · · · · |)ss. |
| COUNTY OF | |
| sworn, did depose and say that [he/she] swarn, did depose and say that [he/she] swarn depose and say that [he/she] | 2022, before me personally appeared ALAN MONASTYASKY lly known to me (or proved to me on the basis of satisfactory is subscribed to the foregoing instrument, who, being duly executed the same in his/her authorized capacity as the ica, N.A., and acknowledged the instrument to be the free act |
| and deed of Bank of America, N.A. for t | he uses and purposes mentioned in the instrument. |
| My Commission Expires: | Notany Public Printed Name: |
| ; | OTABY PUBLIC, STATE OF NEW YORK HO, DZETATBYBA9 GOALHEED IN NASSAU COUNTY CHAMISSION EXPINES MAY SI 2023 |
| | |

SCHEDULE 1 TO RELEASE OF TRADEMARK SECURITY INTEREST

Trademarks:

- 1. Serial Number 75360793 (KJL)
- 2. Serial Number 75360784 (Kenneth Jay Lane)

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RECORDED: 03/25/2022